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DIGEST OF OTHER RECENT VIRGINIA DECISIONS.**Supreme Court of Appeals.**

Note.—In this department we give the syllabus of every case decided by the Virginia Supreme Court of Appeals, except of such cases as are reported in full.

STULTZ v. COMMONWEALTH.

Nov. 15, 1917.

[94 S. E. 334.]

Error to Circuit Court, Rockingham County.

R. L. Stultz was convicted, and brings error. Affirmed.

John W. Morrison and *Chas. A. Hammer*, both of Harrisonburg, for plaintiff in error.

The Attorney General, for the Commonwealth.

Affirmed without opinion on the authority of *Cochran v. Commonwealth* (Va.), 94 S. E. 329, ante, p. 97

ALEXANDER v. CRITCHER et al.

Nov. 15, 1917.

[94 S. E. 335.]

1. Contracts (§ 169*)—Construction—Circumstances and Preliminary Negotiations.—In determining the meaning and effect of a written contract, it is proper to consider the situation of the parties and the circumstances and negotiations which lead up to its execution.

[Ed. Note.—For other cases, see 3 Va.-W. Va. Enc. Dig. 395.]

2. Contracts (§ 155*)—Contract Prepared by Plaintiff—Construction.—The contract, under which defendant claims an interest in the profits of the sale of the land by plaintiff, having been prepared by plaintiff, or under his direction, it is to be construed most strongly against him, giving defendant all that the words used are capable of passing.

[Ed. Note.—For other cases, see 3 Va.-W. Va. Enc. Dig. 400.]

3. Brokers (§ 55 (1)*)—Contract for Commissions—Performance.—Defendant, an attorney, had a lien upon certain land, and in the suit to enforce the lien, plaintiff purchased under the decree, pursuant to an agreement with defendant after the purchase, that defendant was to have one-third of the profits upon a resale by plaintiff with the assistance of defendant, in consideration that defendant use his best efforts to make a sale of the property to prospective buyers, use his best efforts to keep fire off the property, and keep parties from rob-

*For other cases, see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.